

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

SWINERTON BUILDERS	§	
Plaintiff,	§	
	§	
v.	§	
	§	CIVIL ACTION NO. 4:10-cv-01791
Zurich American Insurance Company,	§	
Travelers Insurance Company, ACE	§	
American Insurance Company, Atlantic	§	
Casualty, Continental Western Insurance	§	
Company, Hartford Casualty Insurance	§	
Company, ACEA American Insurance	§	
Company and CNA Transportation	§	
Insurance Company, St. Paul Mercury	§	
Insurance Company & Amerisure Mutual	§	
Insurance Company	§	
Defendants	§	

**INITIAL DISCLOSURES OF DEFENDANT HARTFORD CASUALTY INSURANCE  
COMPANY PURSUANT TO RULE 26 (a)(1), FED. R. CIV. P.**

Defendant, Hartford Casualty Insurance Company (“Hartford”) submits the following as its initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure:

- (i) *the name, and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:*

Based on the information reasonably available to Hartford, it appears that the individual identified below may have discoverable information that Hartford may use to support its defenses in this action. Hartford’s continuing review of evidence, including information to be produced by plaintiff and other defendants in this action, may identify additional individuals likely to have discoverable information. Hartford reserves the right to take and present the testimony of additional individuals in accordance with the Federal Rules of Civil Procedure. Hartford further

reserves the right to amend and/or supplement this list of individuals as additional information becomes available during the course of discovery.

1. Anne Wroblewski  
The Hartford  
One Hartford Plaza  
Hartford, CT 06155

Ms. Wroblewski has knowledge of Hartford's handling of the claim by plaintiff Swinerton Builders for coverage as an alleged additional insured under Hartford policies issued to B & B Glass, Inc. for the underlying lawsuit entitled *University of Houston System v. Swinerton Builders, et al.* Cause No. 2006-76157, District Court of Harris County, Texas.

- (ii) a copy – or a description by category and location – of all documents, electrically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;*

The categories of documents listed below reflect the documents reasonably available to Hartford and that Hartford may use to support its claims or defenses in this action. Hartford reserves the right to discover and/or use additional documents in accordance with the Federal Rules of Civil Procedure. Hartford further reserves the right to amend and/or supplement this list of documents as additional information becomes available during the course of discovery.

1. Category: Insurance policies, including Hartford Casualty Insurance Company Policy No. 59 UUN UL5071  
  
Location: Hartford, Connecticut
2. Category: The relevant, non-privileged, non-proprietary, non-confidential portions of Hartford's claim file for the claim by plaintiff Swinerton Builders for coverage as an alleged additional insured under Hartford policies issued to B & B Glass, Inc. for the underlying lawsuit entitled *University of Houston System v. Swinerton Builders, et al.* Cause No. 2006-76157, District Court of Harris County, Texas.  
  
Location: Hartford, Connecticut

- (iii) *a computation of any category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered:*

Hartford is not seeking any damages in this action at this time.

- (iv) *for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:*

Not applicable.

Date: August 24, 2010

Respectfully submitted,

Christopher W. Martin

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ATTORNEYS FOR DEFENDANT HARTFORD  
CASUALTY INSURANCE COMPANY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above document has been served via the Court's CM/ECF system and forwarded to counsel via first class United States mail on the 24<sup>th</sup> day of August, 2010, as follows:

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